

Rental Terms & Conditions

Atlas Lighting LLC (the "Lessor") leases the Equipment to the individual or corporation listed above (the "Lessee") on the following terms and conditions:

1. RENTAL PERIOD
 - a. The Rental Period commences on the Pickup Date listed above. Equipment must be returned by the Return Date listed on the Rental Quote, or shall be billed at the listed Daily Rate for each additional day kept out.
 - b. Minimum rental period is one day. Rentals between 5 and 7 days in length shall be considered one week rentals and billed as 3 days. Rentals between 3 and 4 weeks in length will be considered one month rentals and billed as 9 days.
 - c. We require 24 hour notice for all cancellations. Cancellations without such notice will incur a charge as if the Equipment was rented for one day.
2. PAYMENT
 - a. Payment terms are Cash On Delivery (C.O.D.) upon return of the Equipment. A charge of 2% will be added after 15 days, and another 2% every 15 days thereafter.
3. CONDITION OF EQUIPMENT
 - a. Lessor offers Equipment for inspection and testing at time of rental. Lessee shall notify Lessor immediately of any malfunction and/or damage of any Equipment. Unless Lessee so notifies Lessor of a defect or problem with Equipment supplied on time of pickup, Lessee agrees that the Equipment is in good working order and that Equipment is acceptable to Lessee.
4. RISK OF LOSS
 - a. While in Lessee's possession, Lessee assumes all risk of loss whether or not covered by Lessee's insurance coverage, except to the extent that any loss arises from the negligence or willful misconduct of Lessor or Lessor's employees, agents, or contractors.
 - b. Lessee is deemed to have taken possession of the Equipment the moment Equipment is in Lessee's custody and control.
5. INSURANCE
 - a. Lessee shall provide Lessor with a Certificate of Insurance, signed by an authorized representative of the Lessee's insurance company, evidencing that Lessee is in compliance with the insurance provisions of this Agreement.
 - b. Lessee shall have the insurance company add Lessor as Additional Insured and Loss Payee in reference to any and all Equipment provided by Lessor.
 - c. Any insurance certificate provided in accordance with this Agreement shall stipulate that Lessor shall receive 30 days' written notice of cancellation from the insurance company prior to any cancellation or reduction in the limits of liability.
 - d. Each such certificate issued to Lessor shall stipulate that the coverage indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained by Lessor.
 - e. Lessee's insurance coverage shall commence when Lessor's equipment leaves Lessor's premises and shall remain in full force and effect until the Equipment is returned to the premises.
 - f. Equipment coverage shall be provided on replacement cost basis. If actual cash value basis, Lessee shall pay difference between actual cash value and replacement cost.
6. SUMMARY OF COVERAGE REQUIRED
 - a. Lessee must provide evidence of the following forms of insurance:
 - i. Comprehensive General Liability in an amount not less than \$1,000,000;
 - ii. Combined Single Limit Bodily Injury and Property Damage Liability in an amount not less than \$500,000 Combined Single Limit, including a Physical Damage Endorsement;
 - iii. All Risks Insurance on all rented Equipment, for the amount specified as the Combined Approximated Value of the order.
 - b. List **Atlas Lighting LLC** as Loss Payee and Additionally Insured.
7. INDEMNITY
 - a. Lessee agrees to indemnify, defend, and hold harmless Lessor and its officers, employees, agents, and licensees against any and all claims, actions, damages, liabilities, and expenses, suits, proceedings, and costs, including reasonable attorney fees arising out of, connected with, or resulting from the rental/lease of any equipment, including motor vehicle(s), or the employment of any personnel provided by Lessor for his sole negligence or for the intention or wanton misconduct of any personnel by Lessor hereunder.
 - b. This indemnification shall survive the term of the Agreement.
8. ENTIRE AGREEMENT
 - a. Lessee and Lessor agree that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. This signed Agreement constitutes the entire Agreement between Lessee and Lessor.
 - b. Both parties acknowledge that a photocopy or electronic version of this document constitutes the same consent as an original.
9. GOVERNING LAW
 - a. This Agreement shall be governed by the laws of the State of Illinois, without reference to any conflicts of law principles.
 - b. If any portion of this Agreement is found to be invalid, unenforceable, waived, or otherwise deficient, it shall be severable from the remaining provisions, and all other provisions shall remain in full force and effect.
10. DEFINITIONS
 - a. "Equipment" means the items listed on the above Rental Agreement.
 - b. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
 - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than Equipment's market value.