



EQUIPMENT RENTAL AGREEMENT

Date: _____ Contract no. _____

LESSOR

GF Group, LLC
dba: The Seattle Restaurant Store
14910 Aurora Avenue North
Shoreline, WA 98133
Seattle metro: 206.362.4900
Toll-free: 800.343.6890

CUSTOMER

Name: _____
Address: _____ City: _____ State: _____ ZIP: _____
Home phone: (____) ____ - ____ Cell: (____) ____ - ____ Email: _____
Driver's license no. _____ State: _____
Destination Address where Equipment will be used/operated (must be a valid street address):
_____ City: _____ State: _____

Date/Time OUT	Date/Time DUE	Actual Date/Time Returned	Equipment pick-up and return by
			Customer SRS

RENTAL TERMS & CONDITIONS

This Rental Agreement ("Agreement") is made on the date specified at the head of this Agreement, and is executed by and between GF Group, LLC dba: The Seattle Restaurant Store ("SRS") as Lessor, and the person identified as "Customer" above ("Customer"). For purposes of this Agreement and unless otherwise specified, the terms "SRS" and "Customer" include the officers, directors, employees, and authorized agents of each party.

- Rental.** SRS rents to Customer the rented equipment described in Exhibit "A" ("Equipment"). The parties acknowledge that Equipment was inspected by SRS and Customer at the time of rental. Customer acknowledges that Equipment is suitable for Customer's intent and purposes, in good condition, and understands its proper use.
- Use of Equipment.** Customer agrees that: (a) Equipment will be operated *only* by Customer; (b) Equipment shall only be used by persons competent to operate the Equipment; (c) Customer is solely responsible for providing competent operators of the Equipment; (d) Equipment shall not be operated in a careless or negligent manner; (e) the Equipment shall not be used in any manner that violates the terms of this Agreement.
- Prohibited uses.** The following uses are strictly prohibited: (a) illegal purpose or in an illegal manner; (b) when Equipment is in bad repair or unsafe condition; (c) improper unintended use or misuse; (d) by anyone other than Customer or the Additional Authorized Users specified at the end of this Agreement; (e) at any location other than the Destination provided by Customer to SRS.
- Reservations and cancellations.** Equipment reservations are strongly recommended **but not required**. Reservations incur a fifty-dollar (\$50) deposit at the time the reservation is made, which deposit will be applied to Equipment rental charges at the time of rental. Reservations must be cancelled at least 48 hours in advance of the scheduled Pick-up/Delivery Date or the deposit will be forfeited.
- Term of rental; grace period.** Equipment is being rented for the number of Rental Days set forth at the end of this Agreement. As used in this Agreement, a "Rental Day" means twenty-four (24) hours or fraction thereof, including pick-up/delivery and return. However, if Customer is returning Equipment, a grace period ("Grace Period") of four (4) hours will be allowed from the Date/Time Due specified above. Charges are for the entire time out, whether Equipment is used or not.
- Late fee.** If Equipment is returned after the Grace Period, Customer shall be charged the equivalent of: (a) one Rental Day for *each* 24-hour period or fraction thereof for each piece of Equipment has not been returned; OR (b) Thirty-five dollars (\$35), whichever is greater. SRS may report Equipment stolen if held five (5) Days beyond the Date/Time Due and a renewal of this Agreement is not obtained.
- Security/cleaning deposit.** A security/cleaning deposit ("Deposit") equal to fifty percent (50%) of one Rental Day will be charged for *each* item of Equipment at the time of rental (\$150 minimum). **All rentals will incur a minimum \$50.00 cleaning fee.** The Deposit (less the minimum cleaning fee) will be refunded if all equipment and containers are returned clean and in original condition, less ordinary wear and tear. If any damages or losses are incurred, or if Equipment is returned in dirty condition, the Deposit may be used to cover damages, losses, or cleaning. If the cost incurred is more than the Deposit, the additional charges will be billed to the Customer. If the cost incurred is less than the Deposit amount, a refund will be sent after the Equipment is cleaned or repaired.
- Delivery/Pick Up charge.** Customer may pick-up and return Equipment to the store or have Equipment delivered/picked up by SRS. If Customer elects to transport Equipment of its own accord, Customer is responsible for ensuring that all Equipment is properly stowed and secured within Customer's vehicle and Customer shall be responsible for any damage that results from improper stowing and securing. **Some equipment must be delivered by SRS.** SRS shall not be liable for any damages to Customer's vehicle arising out of such transportation. Standard delivery charges are based on distance from SRS's facility in Shoreline, Washington to the Destination Address specified at the head of this Agreement ("Destination") and will be computed at the time of rental. The minimum delivery and pick up charge is \$75.00. Standard delivery charges are made for delivery at ground level and include Equipment set-up at the Destination. Deliveries requiring transport up or down stairs or across grass or gravel will incur an additional charge. Delivery and pick-up shall be at the convenience of SRS between the hours of 8:00 AM and 5:00 PM, Monday through Saturday, unless prior arrangements are made in writing and an additional fee paid. Customer grants SRS the right to enter Destination to deliver, set up, and pick up Equipment. Customer agrees to make the Destination accessible at the times specified for delivery and return. SRS charges \$65 per hour or fraction thereof for waiting time when delivering and picking up Equipment.

Customer requests delivery & pick up	Initial: _____
Customer will pick up and return	Initial: _____

- Damage Waiver.** SRS offers an optional damage waiver ("Damage Waiver") on Equipment. The cost of the Damage Waiver is equal to fifteen percent (15%) of the cost of each Rental Day. **THE DAMAGE WAIVER IS NOT INSURANCE NOR IS IT A WARRANTY.**
If Customer accepts Damage Waiver: SRS shall assume the risk of damage to Equipment and SRS shall waive its right to recover from Customer SRS's direct cost to repair or replace Equipment that was damaged or destroyed while in the possession of Customer. Notwithstanding the foregoing, if Customer has insurance covering such damage or destruction to Equipment, Customer agrees to promptly exercise all rights under Customer's

insurance policy to make a claim for any amounts available thereunder with respect to such damage and/or destruction of Equipment, and/or at SRS's option assign the claim, or the proceeds thereof (as applicable) to SRS as soon as reasonably practical, subject to the following. *Exceptions and Exclusions:* The following are **not** covered under SRS's Damage Waiver: (a) loss, mysterious disappearance, conversion, theft, or destruction of the Equipment; (b) damage to the Equipment due to improper use, misuse, abuse, negligence, neglect, including failure to protect during periods of inclement weather; (c) damage to the Equipment due to overloading, exceeding the rate of capacity of the Equipment; (d) damages to tires, tubes and wheels of the Equipment or on the trailer upon which the Equipment is transported; (e) damage resulting from failure to properly clean, service, or maintain Equipment; (f) damage resulting from the loading or unloading or transportation of the Equipment (unless Customer has contracted with SRS for delivery and pick-up); (g) damage arising from the use of the Equipment in any manner that violates the terms of this Agreement or applicable law.

If Customer declines Damage Waiver: Customer shall be responsible for all loss of or damage to the Equipment. If Customer has insurance covering any loss or damage to the Equipment, Customer shall exercise all rights available to Customer under said insurance coverage and shall take all actions necessary to process a claim under the insurance policy. Customer agrees to assign said claim and all proceeds arising from said insurance claim to SRS to cover SRS's loss, damage or destruction of the Equipment. Upon request of SRS, Customer shall furnish SRS the name of Customer's insurance agent, insurance company, and other information concerning Customer's insurance carrier.

Customer affirms that s/he has read the provisions of this Section 9 and
ACCEPTS **DECLINES** Damage Waiver. Initial: _____

10. **Additional charges.** Customer shall pay additional for the following: (a) delivery or pick-up on Sundays, holidays, or outside of normal business hours (before 8:00 AM or after 5:00 PM); (b) pick-ups from an address other than the Destination; (c) racks and boxes not returned; (d) unnecessary service calls; (e) damage to or loss of Equipment; (f) extra delivery or pick-up required of SRS for any reason.
11. **Payment terms.** A valid credit card and driver's license or government-issued identification are required, and a photocopy will be made of Customer's identification. SRS will charge Customer's credit card for all requested Rental Days for each piece of Equipment rented plus any applicable Deposit and charges for delivery and Damage Waiver (if applicable) at the time of rental.
12. **Renewals.** This Agreement may be renewed, subject to Equipment availability, for one or more additional Rental Days by calling SRS at 206.362.4900 or 800.343.6890. Please have contract number available. Additional Rental Days, if available, must be paid in advance.
13. **Return of Equipment. TIME IS OF THE ESSENCE OF THIS AGREEMENT.** Customer's right to possession of the Equipment terminates upon the expiration of this Agreement or any extensions thereof. If Customer retains possession of the Equipment beyond the agreed upon term, Customer shall be responsible for all of the charges set forth in this Agreement until the Equipment is returned. Any extension to the rental term must be agreed to between Customer and SRS in writing. If the Equipment is not returned to SRS during the regular business hours, Customer shall pay for any damages or losses to the Equipment occurring between the time the Equipment is surrendered and the time SRS determines the Equipment to be returned.
14. **Equipment care, cleaning fee, and return.** Customer agrees to employ reasonable care in using Equipment, protect it from the elements, and be responsible for its security until it is returned or picked up. Equipment must be returned clean, free of visible debris, and empty of briquettes, oil, or other cooking substances. Where applicable, Equipment must be returned in the boxes or containers in which it was received. Cleaning instructions will be provided with each piece of Equipment. Customer agrees to pay a reasonable cleaning charge for

any Equipment returned dirty or without original delivery packaging. **All rentals will incur a minimum \$50.00 cleaning fee.**

15. **Replacement Equipment.** If the Equipment should malfunction, Customer shall discontinue use and notify SRS immediately of the malfunction. Failure to notify SRS in a timely manner will result in Customer being charged for all time the Equipment is out. SRS agrees, in its discretion, to either: (a) repair the equipment within a reasonable time; or (b) provide like equipment, if available; or (c) make like equipment available at another time (if acceptable to Customer); or (d) adjust the rental charge. SRS shall not be responsible for any incidental or consequential damages or lost profits suffered by Customer as a result of malfunctioned Equipment. Nothing in this paragraph shall be construed to relieve Customer from any of its other obligations under this Agreement.
16. **Disclaimer of warranties.** SRS is neither the manufacturer of the Equipment nor the manufacturer's agent, and SRS makes no warranty against patent or latent defects in material, workmanship or capacity of the Equipment, or any other warranty of any kind, whether express or implied. Customer acknowledges that the Equipment is being leased from SRS on an "AS IS" and "WITH ALL THE FAULTS" basis and that all resulting risks are to be borne by Customer at Customer's sole risk and expense. **CUSTOMER AGREES AND ACKNOWLEDGES THAT, WITH RESPECT TO THE EQUIPMENT: (a) SRS HAS MADE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (b) SRS HAS MADE NO WARRANTIES THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE OR THAT THE EQUIPMENT IS FREE FROM DEFECTS; AND (c) SRS HAS NOT MADE OR GIVEN ANY OTHER IMPLIED OR EXPRESS WARRANTIES.** Customer accordingly agrees not to assert any claim whatsoever against SRS based thereon, and acknowledges that there are no warranties which extend beyond the face hereof.
17. **Insurance, permits, licenses.** Customer shall maintain, at its expense, liability, property and casualty insurance coverage in amounts necessary to fully protect SRS and its Equipment against claims, liens, loss, or damage. Customer may, at SRS's discretion, be required to provide a certificate of insurance. Prior to Equipment installation, Customer shall obtain, at its expense, all necessary permits and licenses, if any, for operating the Equipment.
18. **Indemnification/hold harmless.** Customer acknowledges and accepts the risk inherent with and attendant to the use of the Equipment, and Customer voluntarily assumes the risk of injury, loss, damage, personal injury, or damage to persons and property which may arise from the use of the Equipment. SRS shall not be liable in any event to Customer for any loss, delay or damage of any kind or character resulting from defects in or inefficiency of the Equipment or accidental breakage thereof. Customer agrees to indemnify and hold SRS harmless against all loss, damage, expense and penalty arising from any action on account of any injury to person or property of any character (including death), or for loss of time, product or inconvenience occasioned by the operation, handling, or transportation of the Equipment by Customer during the rental period or while the property is in the possession or control of Customer.
19. **No assignment.** Customer may not sublease, lend, or loan the Equipment to any other party without SRS's prior written permission.
20. **Lost or stolen items.** Customer is responsible for current full replacement cost of all lost, missing, stolen, or damaged items. In the event of Equipment theft, Customer shall **immediately:** (a) file a report with the police, (b) notify SRS, and (c) send a copy of the police report to SRS. Responsibility for Equipment remains with Customer from the time possession is taken until the time of return.
21. **Title.** Title to the Equipment remains at all times with SRS. Customer will give SRS immediate notice of any attempted or successful levy or seizure of the Equipment and will indemnify SRS against all loss and damages caused by any such action.
22. **Electrical & gas equipment.** When renting electrical Equipment, Customer is responsible for providing proper electrical connections and sufficient amperage & voltage. If renting natural gas or propane gas Equipment, Customer is responsible for providing adequate gas supply of the appropriate type for each piece of Equipment.

23. **Inspection.** SRS shall have the right to enter upon the premises of Customer, or elsewhere, for the purpose of confirming the existence, condition, and proper maintenance of the Equipment. SRS shall be entitled, without notice to Customer, to remove Equipment if, in the opinion of SRS, it is being used contrary to any term of this Agreement.
24. **Attorney/collection fees.** Customer shall pay all collection costs, attorney fees, costs and other expenses incurred by SRS to enforce

SRS's rights under this Agreement to collect all sums due under this Agreement.

25. **Applicable law.** This Agreement has been negotiated and executed entirely within the State of Washington. Customer consents to the jurisdiction of the State of Washington and the courts of King County, Washington and agrees to be bound by the laws of the State of Washington without giving effect to its conflict of laws provisions.

The terms of this Agreement are acknowledged and accepted this _____ day of _____, 20____.

Lessor
GF Group, LLC
dba: The Seattle Restaurant Store by

Customer

Authorized representative

Signature

Print name

**Exhibit A
Equipment to be rented**

Qty	Manufacturer	Model	Description	Regular Cost/ Rental Day	Discount Cost/ Rental Day	Rental Days out	Total
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$
				\$	\$		\$

Computation of charges

1. Base cost for all Equipment for all Rental Days \$ _____
2. Security/Cleaning Deposit (Line 1 x 50%) \$ _____
3. Delivery/Pick Up charge (optional)..... \$ _____
4. Damage Waiver (Line 1 x 15%) (optional) \$ _____
5. Other charges (specify): _____ \$ _____
6. \$50 reservation deposit or (\$50 deposit credit) as applicable \$ _____
- Sub-total..... \$ _____
7. Sales Tax..... \$ _____
- TOTAL CHARGES..... \$ _____**

I have reviewed the above charges and agree to pay the above total according to my card issuer agreement. I further authorize SRS to charge my credit card on file for any subsequent extension(s) of this Agreement at the time such extension(s) is/are requested.

Cardholder signature

Date signed